

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF COOLIDGE  
MAINTENANCE AGREEMENT

A.G. CONTRACT NO. 81-640

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF COOLIDGE a municipal corporation, hereinafter called "CITY."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-108 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

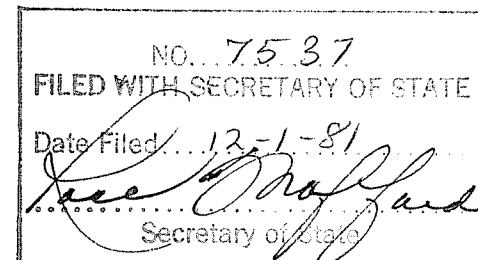
WHEREAS, the CITY, acting by and through its duly elected governing body, has, pursuant to A.R.S. 9-672, by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the CITY'S system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

- a. Betterment or reconstruction of roadway, curbs, medians and channelization;
- b. Bridges and drainage; and
- c. Guardrails and fences; and



- d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- e. Permits for highway right-of-way encroachments and use; and
- f. Resurfacing, resealing, construction and replacement of roadways; and
- g. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, curbs, and catch basins; and
- h. Furnish and maintain all traffic control signs (except street name and parking signs), and lane, crosswalk and initial parking striping. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.

2. Except as otherwise expressly provided in this Agreement, the CITY shall have responsibility for and provide:

- a. Routine maintenance (including sweeping, cleaning, and minor repairs) of sidewalks and medians; and
- b. Maintenance of landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy charges; and
- d. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- e. Parking striping (after initial installation); and
- f. Street name and parking signs.

3. Upon the annexation of any area by the CITY which is traversed by any STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the CITY shall furnish the STATE a

revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. a. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "D" shall be adhered to by the CITY except, however, that the CITY may enforce more restrictive regulations if authorized by law.

b. The CITY shall be responsible for removal of advertising signs that are placed inside the State Highway Right-of-Way.

5. The CITY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all its employees engaged in performing those duties herein agreed to be performed by the CITY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The CITY will maintain the insurance for the period of this Agreement.

6. The CITY shall budget sufficient funds to cover cost of fulfilling its responsibilities set forth in this Agreement.

7. As required by A.R.S. 28-641, the CITY shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the CITY on State Highway Right-of-Way.

8. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the CITY of COOLIDGE (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the CITY Attorney of COOLIDGE (Exhibit B) that this Agreement is in proper form and within the powers and authority granted to the CITY of COOLIDGE under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement that date and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 

Title: Chief Deputy State Engineer

CITY OF COOLIDGE

By: 

Title: \_\_\_\_\_

ATTEST:

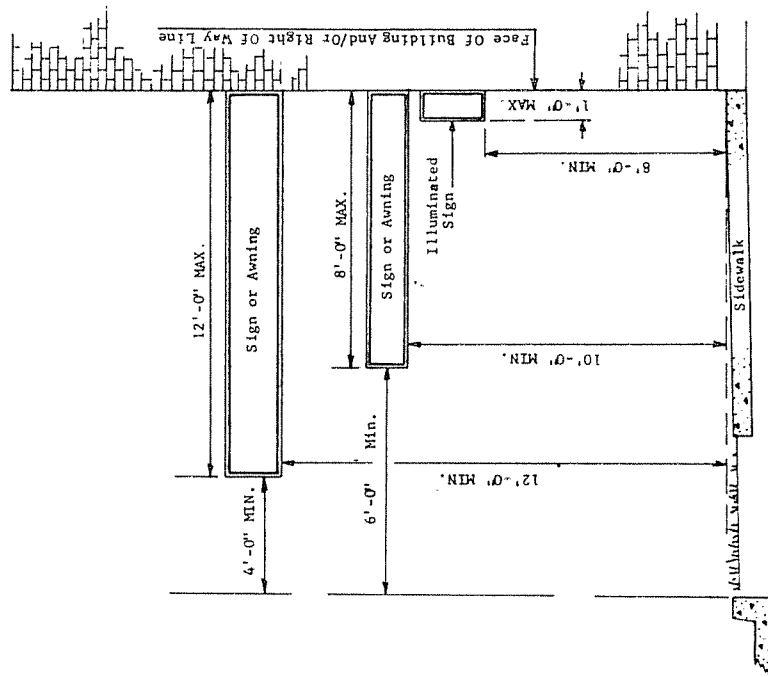


CITY CLERK

## EXHIBIT 10

## GENERAL NOTES

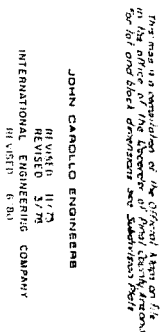
1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.

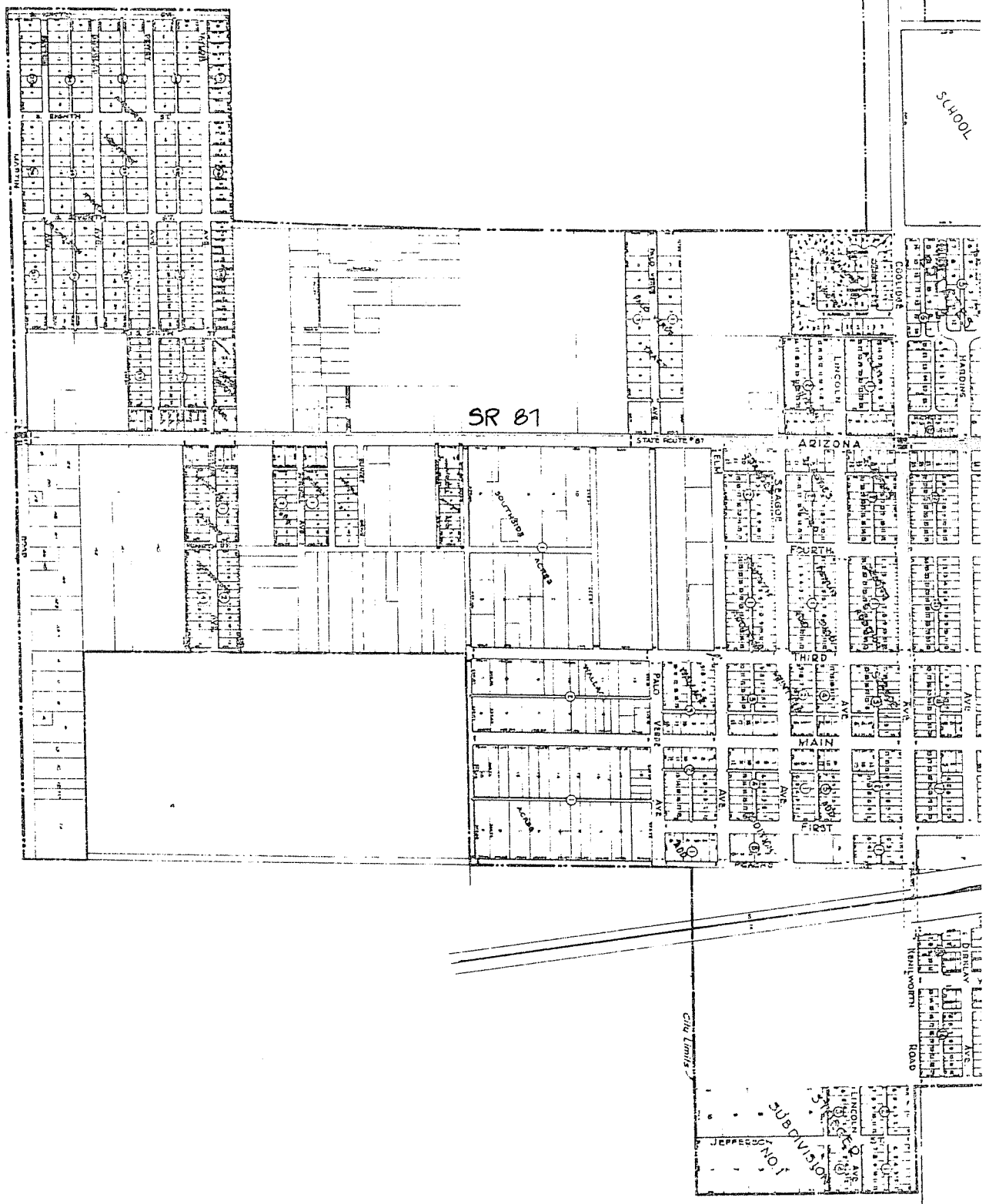


PERMIT NEEDED

|                                                                                |                                              |
|--------------------------------------------------------------------------------|----------------------------------------------|
| ARIZONA<br>DEPARTMENT OF TRANSPORTATION<br>HIGHWAYS DIVISION<br>STANDARD PLANS | PERMIT REGULATIONS<br>FOR SIGNS AND MARKINGS |
|--------------------------------------------------------------------------------|----------------------------------------------|

HCHOKAN ESTATES  
UNIT THREE

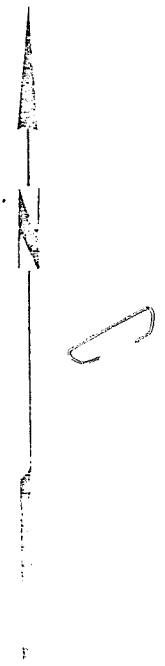




203-15

SEE MAP 203-13

HWY 27

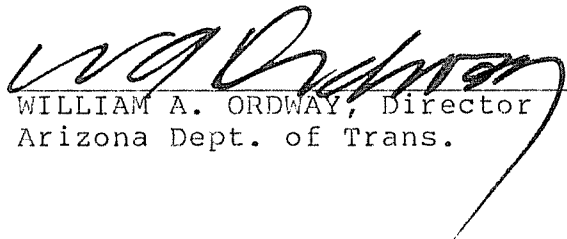


SCALE 1"-40



RESOLUTION

Be it resolved on this date, November 25, 1981 I, W. A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF COOLIDGE, enter into the Intergovernmental Agreement for the purpose of maintaining certain State Highway Routes which are encompassed within the CITY'S system of streets and which form necessary and convenient links in the State Highway System. I hereby authorize the Assistant Director, Highways Division, to execute said Agreement.

  
WILLIAM A. ORDWAY, Director  
Arizona Dept. of Trans.

1 RESOLUTION NO. 271

2  
3 A RESOLUTION OF THE CITY OF COOLIDGE AUTHORIZING  
4 AND DIRECTING THE MAYOR AND CITY CLERK TO ENTER  
5 INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE  
6 ARIZONA DEPARTMENT OF TRANSPORTATION CONCERNING  
7 MAINTENANCE OF ARIZONA BOULEVARD.

8 WHEREAS, the Arizona Department of Transportation, Highway  
9 Division, has offered to enter into an intergovernmental agreement  
10 with the City of Coolidge concerning maintenance of Arizona Boulevard  
11 and

12 WHEREAS, the City of Coolidge has considered the terms of said  
13 intergovernmental agreement and agrees to perform its duties as  
14 provided;

15 NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council  
16 of the City of Coolidge as follows:

17 1. The Mayor and City Clerk of the City of Coolidge are  
18 hereby authorized and directed on behalf of the City of Coolidge to  
19 execute and deliver an intergovernmental agreement between the  
20 City of Coolidge and the Arizona Department of Transportation  
21 concerning the maintenance of Arizona Boulevard for a five year  
22 period of time.

23 2. The City Manager of the City of Coolidge is hereby  
24 authorized and directed on behalf of the City of Coolidge to perform  
25 and carry out those duties and matters required of the City of  
26 Coolidge as set forth in said intergovernmental agreement.

27 PASSED AND ADOPTED this 13th day of October, 1981.

28   
Mayor

9 with the City of Coolidge concerning maintenance of Arizona Boulevard  
10 and

11 WHEREAS, the City of Coolidge has considered the terms of said  
12 intergovernmental agreement and agrees to perform its duties as  
13 provided;

14 NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council  
15 of the City of Coolidge as follows:

16 1. The Mayor and City Clerk of the City of Coolidge are  
17 hereby authorized and directed on behalf of the City of Coolidge to  
18 execute and deliver an intergovernmental agreement between the  
19 City of Coolidge and the Arizona Department of Transportation  
20 concerning the maintenance of Arizona Boulevard for a five year  
21 period of time.

22 2. The City Manager of the City of Coolidge is hereby  
23 authorized and directed on behalf of the City of Coolidge to perform  
24 and carry out those duties and matters required of the City of  
25 Coolidge as set forth in said intergovernmental agreement.

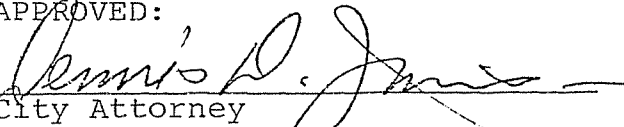
26 PASSED AND ADOPTED this 13th day of October, 1981.

27  
28   
29 Mayor

30 ATTEST:

31   
32 City Clerk

33 APPROVED:

34   
35 City Attorney

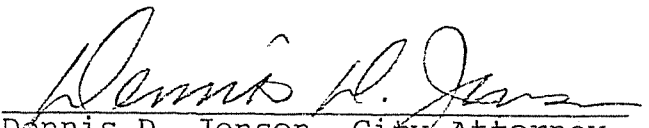
AYES Mayor Armstrong, Vice-Mayor Murray, Councilmen Guayante, Yoder, Shope,  
Dixon and Lawrence

NAYS None

Exhibit B

1 I, Dennis D. Jenson, City Attorney for the City of Coolidge,  
2 do hereby certify that I have examined the proposed intergovernmental  
3 agreement between the City of Coolidge and the Arizona Department  
4 of Transportation, Highway Division, as referred to in Resolution  
5 No. 271 of the City of Coolidge, and in my opinion said inter-  
6 governmental agreement is in proper form and within the powers and  
7 authority granted to the City of Coolidge under the laws of the  
8 State of Arizona.

9 DATED this 14<sup>TH</sup> day of October, 1981.

10  
11   
12 Dennis D. Jenson, City Attorney  
13  
14  
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RECEIVED  
FEB 15 1983

ORDINANCE NO. 83-6

DEPUTY STATE ENGINEER  
HIGHWAY OPERATIONS.

AN ORDINANCE OF THE CITY OF COOLIDGE ANNEXING  
CERTAIN TERRITORY CONTIGUOUS TO SAID CITY TO  
THE CORPORATE LIMITS THEREOF AND DECLARING AN  
EMERGENCY

WHEREAS: Petitions in writing signed by the owners of not  
less than one-half in value as shown by the last assessment of the  
property contained in the hereinafter described territory have been  
presented to the Common Council of the City of Coolidge, Pinal  
County, Arizona, requesting that said territory be annexed to the  
City of Coolidge,

NOW THEREFORE, BE IT ORDAINED by the Common Council of the  
City of Coolidge, Pinal County, Arizona, as follows:

SECTION 1. That the following described territory which is  
contiguous to the City of Coolidge, Pinal County, Arizona, and not  
embraced within its corporate limits be and the same is hereby  
annexed to and made a part of and included within the City limits  
of said City of Coolidge, Pinal County, Arizona, for all purposes  
whatsoever.

Beginning at the Northeast corner of the Southeast  
quarter of the Southeast quarter of Section 16, Township  
5 South, Range 8 East, which is located in the center  
of the State of Arizona Highway No. 87, thence South  
along the East boundary line of said Section 16, 100 ft.  
to the true point of beginning; thence continue South  
along the East boundary of said Section 16, 39 ft. to  
a point; thence East at a right angle 50 ft. to a point;  
said point being on the East right of way line for said  
Highway No. 87; thence North along the East right-of-way  
line of said Highway No. 87 approximately 4139 ft. to a  
point, said point being on the North right-of-way line  
of State of Arizona Highway No. 287, and is approximately  
50 ft. East and 40 ft. North of the Northeast corner of  
said Section 16; thence West and parallel to the North  
line of said Section 16, along the North right-of-way  
line of said Highway No. 287 and No. 87 approximately  
5330 ft. to a point; said point being approximately 40 ft.

12 NOW THEREFORE, BE IT ORDAINED by the Common Council of the  
13 City of Coolidge, Pinal County, Arizona, as follows:

14 SECTION 1. That the following described territory which is  
15 contiguous to the City of Coolidge, Pinal County, Arizona, and not  
16 embraced within its corporate limits be and the same is hereby  
17 annexed to and made a part of and included within the City limits  
18 of said City of Coolidge, Pinal County, Arizona, for all purposes  
19 whatsoever.

20 Beginning at the Northeast corner of the Southeast  
21 quarter of the Southeast quarter of Section 16, Township  
22 5 South, Range 8 East, which is located in the center  
23 of the State of Arizona Highway No. 87, thence South  
24 along the East boundary line of said Section 16, 100 ft.  
25 to the true point of beginning; thence continue South  
26 along the East boundary of said Section 16, 39 ft. to  
27 a point; thence East at a right angle 50 ft. to a point;  
28 said point being on the East right of way line for said  
29 Highway No. 87; thence North along the East right-of-way  
30 line of said Highway No. 87 approximately 4139 ft. to a  
31 point, said point being on the North right-of-way line  
32 of State of Arizona Highway No. 287, and is approximately  
33 50 ft. East and 40 ft. North of the Northeast corner of  
34 said Section 16; thence West and parallel to the North  
35 line of said Section 16, along the North right-of-way  
line of said Highway No. 287 and No. 87 approximately  
5330 ft. to a point; said point being approximately 40 ft.  
North of the Northwest corner of said Section 16; thence  
South to the Northwest corner of said Section 16 and  
continue South along the West line of said Section 16  
to the Northwest corner of the Southwest quarter of the  
Southwest quarter of said Section 16; thence East along  
the North line of the Southwest quarter of the Southwest  
quarter and the Southeast quarter of the Southwest  
quarter of said Section 16, to a point, said point being  
the Northeast corner of the Southeast quarter of the  
Southwest quarter of said Section 16; thence South along  
the North-South Midsection line of said Section 16, 100 ft.  
to a point, said point being on the present corporate  
limits of the City of Coolidge; thence East along the

1 present Corporate limits of the City of Coolidge approx-  
2 imately 2640 ft. to the true point of beginning.

3 SECTION 2. That a copy of the Ordinance, together with an  
4 accurate map of the territory hereby annexed to the City of  
5 Coolidge, certified by the City Clerk, be forthwith filed and  
6 recorded in the office of the County Recorder of Pinal County,  
7 Arizona.

8 SECTION 3. The annexation of the aforesaid territory to  
9 the City of Coolidge will be final thirty (30) days after the  
10 passage and adoption of this Ordinance.

11 PASSED AND ADOPTED by the Common Council of the City of  
12 Coolidge, Arizona, this 8th day of February, 1983.

13  
14 Gail M. Murray  
15 Mayor

16 ATTEST:

17 Candace S. Cress  
18 City Clerk

19 APPROVED:

20 Harold A. Jones  
21 City Attorney

22 AYES Mayor Murray, Vice-Mayor Dixon, Councilmembers Guayante, Shope, Watson and  
23 Yoder

23 NAYS Councilman Faries

24  
25 C E R T I F I C A T E  
26

27 I, Candace Cress, City Clerk of the City of Coolidge, Arizona,  
28 do hereby certify that the above and foregoing is a true and

Coolidge, Arizona, this 8th day of February, 1983.

Paul M. Murray  
Mayor

ATTEST:

Candace S. Cress  
City Clerk

APPROVED:

Harold A. Jones  
City Attorney

AYES Mayor Murray, Vice-Mayor Dixon, Councilmembers Guayante, Shope, Watson and Yoder

NAYS Councilman Faries

C E R T I F I C A T E

I, Candace Cress, City Clerk of the City of Coolidge, Arizona, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance passed by the Common Council of the City of Coolidge, Arizona, at a regular meeting of said Common Council held on Tuesday, February 8, 1983, at 7:30 P.M.

Candace S. Cress  
Candace Cress, City Clerk





OFFICE OF THE  
Attorney General

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

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NOV 10 1981  
ROBERT K. CORBIN  
ATTORNEY GENERAL

DEPUTY STATE ENGINEER  
HIGHWAY OPERATIONS

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-640, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10<sup>th</sup> day of November, 1981.

ROBERT K. CORBIN  
Attorney General

*Albert Morgan*  
Assistant Attorney General  
Transportation Division